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Orchard Park Central School District
And Orchard Pk Org Educl
Administrators

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Orchard Park Central School District
Orchard Park Organization of Educational Administrators



Collective Negotiations Agreement between the Orchard Park Central School District and the Orchard Park Organization of Educational Administrators.

Effective July 1, 1999 to June 30, 2003.

WITNESSED AND SIGNED

**COLLECTIVE NEGOTIATIONS
AGREEMENT**

between

**THE SUPERINTENDENT OF SCHOOLS OF THE
ORCHARD PARK CENTRAL SCHOOL DISTRICT**

and

**ORCHARD PARK ORGANIZATION OF
EDUCATIONAL ADMINISTRATORS**

Begins: July 1, 1999

Ends: June 30, 2003

**NOTICE: IT IS AGREED BY AND BETWEEN
THE PARTIES THAT ANY PROVISION OF
THIS AGREEMENT REQUIRING
LEGISLATIVE ACTION TO PERMIT ITS
IMPLEMENTATION BY AMENDMENT OF
LAW OR BY PROVIDING THE ADDITIONAL
FUNDS THEREFOR, SHALL NOT BECOME
EFFECTIVE UNTIL THE APPROPRIATE
LEGISLATIVE BODY HAS GIVEN
APPROVAL.**

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PREAMBLE

The Board of Education of the Orchard Park Central School District, having recognized the Orchard Park Organization of Educational Administrators as the exclusive representative for the purpose of collective negotiations and the settlement of grievances of employees of the Orchard Park Central School District in the following unit:

Included: All existing building administrators, such as principals, house principals, and assistant principals

Excluded: All District-wide administrators, administrators assigned to the District's central offices, and all other employees of the District;

the Superintendent of Schools of the District and the Organization now agree to the following:

ARTICLE 1. PERTAINING TO THIS AGREEMENT

Section 1.1 Definitions

- 1.1.1 "District" means the Orchard Park Central School District and applies to all persons and bodies properly authorized to act on behalf of the District.
- 1.1.2 "Board" means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.
- 1.1.3 "Superintendent" means the person appointed by the Board to serve on a regular or acting basis as the Superintendent of Schools.
- 1.1.4 "Unit" and "Negotiating Unit" each mean the employer-employee negotiating unit recognized by the Board as set forth in the Preamble of this Agreement.
- 1.1.5 "Organization" means the Orchard Park Organization of Educational Administrators.
- 1.1.6 "Employee" means a person who is listed in the Memorandum of Understanding concerning salaries dated on the Execution Date.

- 1.1.7 "Party" means the Superintendent of Schools of the District or the Organization.**
- 1.1.8 "Parties" means the Superintendent of Schools of the District and the Organization.**
- 1.1.9 "Agreement" means this Agreement, all appendices referred to in this Agreement, and all amendments to this Agreement.**
- 1.1.10 "Amendment" means a change in the provisions of this Agreement made during its term by mutual consent of the parties.**
- 1.1.11 "Fiscal Year" means the period which begins at 12:01 a.m. on July 1st of each year and ends at midnight on the next following June 30th.**
- 1.1.12 "Active payroll" means those employees who are being paid for actually working or for paid time off allowed by this Agreement or who are on leave of absence while being paid workmen's compensation or disability benefits pursuant to New York State Law. An employee who is on layoff or who is on unpaid absence is not on the active payroll.**
- 1.1.13 "Execution date" means the date on which the duly authorized representatives of both parties signed this Agreement but, if the parties' representatives signed on different dates, then it shall be the date on which the last of them signed. In either case, the execution date so determined shall be noted in the space provided therefor under the heading "SUBSCRIPTION" of this Agreement.**
- 1.1.14 Giving notice to the District means giving notice in writing to the Superintendent by delivering it to him in person or by sending it to him by postpaid registered or certified mail or telegram addressed to him at the Orchard Park Central School District, Baker Road, Orchard Park, New York 14127.**
- 1.1.15 Giving notice to the Organization means giving notice in writing to the President of the Organization by delivering it to him in person or by sending it to him by postpaid registered or certified mail or telegram addressed to him at his home address as shown on the books of the District.**

Section 1.2 Term and Copies

- 1.2.1 The term of this Agreement begins at 12:01 a.m. on July 1, 1999 and ends at midnight on June 30, 2003.**
- 1.2.2 Each provision of this Agreement goes into effect when the term of this Agreement begins and goes out of effect when the term of this Agreement ends unless the provision in question expressly states a different beginning or end date in which case such different date shall apply.**
- 1.2.3 As soon as practicable after the Execution Date, the District shall furnish without charge therefor one copy of the Agreement to each employee and five copies to the Organization's president.**

Section 1.3 Interpretation and Legal Effect

- 1.3.1 Except when this Agreement says otherwise the following rules apply in interpreting this Agreement:**
 - (a) A word used in the masculine gender applies also in the feminine.**
 - (b) A word used in the singular number applies also in the plural.**
 - (c) This Agreement speaks as of the time it is being applied.**
 - (d) Each provision in this Agreement is severable from every other provision.**
 - (e) Language in this Agreement is construed as strictly against one party as against any other. It is immaterial which party suggested it.**
 - (f) Each lettered appendix referred to in this Agreement (for example, "Appendix A") is a part of this Agreement and is incorporated in this Agreement by this reference.**
- 1.3.2 This Agreement constitutes the entire and complete record of the binding commitments between the parties made during the course of negotiations which led to this Agreement. From and after the Execution Date of this Agreement, no other documents shall constitute a binding commitment between the parties unless it is (i) dated on or after such Execution Date and (ii) signed by a duly authorized representative of each party. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the discretion and control of the District.**

- 1.3.3** No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law. If this Agreement requires a party or a person to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remain valid.
- 1.3.4** Any provision of this Agreement which refers to a law, rule or regulation is intended to be and shall be interpreted as being only a descriptive summary of such law, rule or regulation. With respect to the subject matter of any such provision of this Agreement, it is the intention of the parties that the provisions of the cited law, rule or regulation shall control. As used in this paragraph 1.3.4, "rule or regulation" does not include a rule or regulation adopted by the District.

Section 1.4 Amendments

- 1.4.1** During the term of this Agreement, neither party shall have the right to insist upon negotiating any matter whether or not referred to in this Agreement. However, either party may propose an amendment to this Agreement and the other party may or may not agree thereto.
- 1.4.2** No provision of this Agreement may be deleted, waived or changed, and no provision may be added to this Agreement by implication or by any other means other than a written and dated amendment to this Agreement signed by authorized representatives of each party.

Section 1.5 Negotiation of a Successor Agreement

- 1.5.1** If either party desires to negotiate a successor to this Agreement, it shall notify the other party in writing not later than April 15th of the last fiscal year of this Agreement. Collective negotiations with respect to modification shall begin not later than May 16th of the last fiscal year of this Agreement.
- 1.5.2** If notice is given pursuant to paragraph 1.5.1 of this Agreement, the party giving such notice must transmit therewith not less than ten (10) copies of its written proposals for changing, adding to, or deleting from the provisions of this Agreement. Not later than the fifteenth (15th) day following receipt of the notice and such proposals, the other party must transmit to the notifying party not less than ten (10) copies of its written proposals for changing, adding to, or deleting from the provisions of this Agreement.

- 1.5.3** After the exchange of proposals required by paragraph 1.5.2 of this Agreement, either party may modify or withdraw any one or more of its own proposals and may submit counter-proposals with respect to the subject matter of the other party's proposals. Such modifications of proposals and such counterproposals must be reduced to writing by the party making them upon request of the other party.
- 1.5.4** Following the notification being given as required by paragraph 1.5.1 of this Agreement, the parties shall agree upon a first negotiation meeting date, time and place which shall not be later than the date required by paragraph 1.5.1 of this Agreement. At that meeting and each subsequent meeting, the parties shall set the date for the next collective negotiations meeting, if any, but such date may be changed thereafter by mutual consent of the principal spokesmen for the parties.
- 1.5.5** Each party shall transmit, with the proposals required by paragraph 1.5.2 of this Agreement, the name, address and telephone number(s) of its principal spokesman for collective negotiations and the name of each member of its negotiating team. All correspondence with respect to the negotiations shall be conducted between the principal spokesmen.
- 1.5.6** Each provision of a new or modified agreement which has been tentatively agreed to by the negotiation teams of both parties, as evidence of such tentative agreement, shall be reduced to writing, dated with the date upon which tentative agreement was reached, and initialed by the principal spokesman of each party.
- 1.5.7** Any time limit specified in this Section 1.5 may be extended by mutual consent of the parties. Neither party shall withhold its consent unreasonably.

Article 2. DISTRICT-ORGANIZATION RELATIONS

Section 2.1 Managerial Rights

- 2.1.1** The District and the Organization recognize that, subject only to the provisions of this Agreement, the management, direction and control of the District's business, operations and personnel are exclusively the function of the District's Board and Superintendent. It is the intent of the parties that all rights, powers, prerogatives and authorities of the Board and Superintendent are retained by them except to the extent that they are specifically abridged or modified by this Agreement.

- 2.1.2 Any act which this Agreement requires to be carried out by the Superintendent may be carried out by another person designated by the Board or Superintendent to act in the Superintendent's place.**
- 2.1.3 The Superintendent of Schools, at his discretion, may assign additional responsibilities to unit members that may include coordination of District programs. The District, prior to such assignments of additional responsibilities, shall meet and discuss the economic impact with the organization.**

Section 2.2 Organization Rights

- 2.2.1 The District continues to recognize the Organization as the exclusive representative of the employees in the negotiating unit for the purpose of collective negotiations and the administration of grievances. Such recognition shall continue for the maximum period permitted by law. The Organization agrees to use all proper methods to secure the fullest cooperation of the employees it represents in attaining their adherence to and faithful performance of the provisions of this Agreement and the provision of the highest standards of service to the community.**
- 2.2.2 The District will make deductions for dues of the Organization and its affiliates from paychecks of employees who voluntarily submit to the District's business office a written, signed and dated authorization for such deduction. The authorization shall remain in effect until the employee submits to the District's business office a written, signed and dated revocation thereof. Deductions shall be made in equal installments from the first paycheck in September to the first paycheck in January, inclusive. The total amount of dues to be deducted from each paycheck shall be certified to the District's office in writing by the Organization's president from time to time. The dues so deducted shall be transmitted by the District to the Organization at least monthly. The Organization shall hold the District harmless from any and all claims, demands and liabilities alleged to arise out of the operation of this paragraph 2.2.2.**

Section 2.3 Work Interruptions

- 2.3.1 The Organization, its officers or agents, or the employees, must not call, sponsor, advocate, engage in, or assist in any strike, slowdown, or work stoppage.**

2.3.2 If an employee, either singly or in concert with other employees or persons, does or threatens to do any act mentioned in paragraph 2.3.1 of this Agreement, the Organization must, at the District's request:

- (1) give the Superintendent written notice signed by an authorized representative that it has not done or threatened to do any such act and that it disavows such act or threat, and**
- (2) instruct the employees and persons concerned in writing to cease doing such act or threatening to do it and give to the District a copy of such instructions.**

Section 2.4 Grievance Procedure

- 2.4.1 The District and the Organization recognize the importance of an orderly, clearly definitive procedure for processing alleged grievances for employees included in the Unit. For the purpose of this Agreement, a grievance is defined as any claimed violation, misapplication or misinterpretation of an express provision of this Agreement, but a grievance cannot be submitted with respect to any matter (i) referred to in paragraph 2.1.1 of this Agreement, or (ii) any matter which the law requires to be handled by some procedure other than this grievance procedure.**
- 2.4.2 A written grievance must be submitted on the form shown in Appendix A. If any question on the form is not answered with the required information, the District need not consider the grievance.**
- 2.4.3 Failure at any step of the grievance procedure to communicate a grievance answer to the grievant within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allotted had the decision been communicated on the last day of the specified time period.**
- 2.4.4 In all cases of time limits provided in this Section 2.4, the computation of working days shall exclude Saturdays, Sundays, and paid holidays set forth in this Agreement. It is essential that the time limits set forth in this Section 2.4 be strictly adhered to by the parties and the employees. However, the parties may by mutual consent extend any such time limit, provided that any such extension is evidenced by a written memorandum, dated and signed by an authorized representative of each party. Consent to an extension must not be withheld unreasonably by either party.**

- 2.4.5** The purpose of the meetings required or permitted at Steps One and Two is twofold. The first purpose is to bring out all the facts relevant to the grievance. All persons who have knowledge of such facts are obligated to bring them forth at such meetings. The second purpose is to explore possible settlements of the grievance.
- 2.4.6** A grievant is entitled to be accompanied at all steps of the grievance procedure by a representative or representatives of his choice. The District may be represented at all steps of the grievance procedure by a representative or representatives of its choice. If either party or any person intends to be represented by an attorney or attorneys at any grievance meeting, that party or person must give sufficient advance notice thereof to the other party and persons to allow them to have counsel present.
- 2.4.7** Step One. To begin the processing of a grievance, the grievant must orally state his grievance to the Superintendent. This must be done not later than the tenth day after the day on which the District's act that is the subject of the grievance took place or on which the grievant first knew or reasonably should have first known of that act. If an act of the District may be considered to be a "continuing act", then the grievant must submit the grievance on the tenth working day after the day on which the "continuing act" began or on which the grievant first knew or reasonable should have first known that the "continuing act" had begun. A grievance not submitted on or before that tenth working day is barred and the District need not consider it. The Superintendent shall meet and discuss the grievance with the grievant on the day the grievance is submitted or on the first or second working day thereafter. Others who have knowledge of the matter shall also meet with the Superintendent if he so requests. The Superintendent shall give to the grievant the Superintendent's oral answer to the grievance not later than the fourth working day after the day on which the grievance was orally submitted. If the grievant is not satisfied with the Superintendent's oral answer to the grievance, then he shall so notify the Superintendent in writing by filling out all parts of the grievance form, signing it, dating it, and submitting it to the Superintendent's office not later than the fifth working day after the day on which the grievant was given the Superintendent's oral answer. The Superintendent shall give to the grievant the Superintendent's written answer to the grievance not later than the fifth working day after the day in which the Superintendent received the grievance form.

2.4.8 Step Two. If the grievant is not satisfied with the Superintendent's written answer, the grievant must so notify the Superintendent in writing not later than the third working day after the day on which the grievant was given the Superintendent's written answer. If the notice is not given on or before that third working day, the grievance is deemed settled by the Step One answer. Not later than the fifth working day after the next regular meeting of the Board which succeeds the day on which the Superintendent received the notice, the Board of Education, or an ad hoc committee thereof, shall meet with the Superintendent and the grievant to discuss the grievance. Others who have knowledge of the matter shall also meet with the Board or its committee if it so requests. The Board shall give to the grievant its written answer to the grievance not later than the tenth working day after the grievance meeting. The Board's answer may be appealed to the Commissioner of Education pursuant to Section 310 of the Education Law.

ARTICLE 3. COMPENSATION

Section 3.1 Salaries

3.1.1 The District shall increase the base salary of each employee as follows:

July 1, 1999	- 2.0% on base
January 1, 2000	- 2.0% on base
July 1, 2000	- 3.0% off base stipend; not to be added to base salary; paid in 26 equal payments.
July 1, 2001	- 3.9% on base
July 1, 2002	- CPI + 1.00% on base

CPI used in this section shall be the Northeast Regional CPI for December, 2001 as indicated by the Department of Labor and Statistics.

Section 3.2 Insurance

3.2.1 The District shall continue to make available to each employee:

- (a) HMOs and for employees eligible for Blue Cross/Blue Shield Traditional Plans, individual and/or family coverage with the following restrictions:**

 - (1) Unit members with spouse employed full-time by District and having no dependents the District shall provide two (2) single plans.**
 - (2) Unit members with spouse employed full-time by the District and having dependents the District shall provide one (1) family plan.**
- (b) For employees covered by Blue Cross/Blue Shield Plans - Major Medical \$250 deductible; the first \$150 of which shall be reimbursed by the District. Employees may submit to the Assistant Superintendent for Personnel with the required form and the Blue Cross/Blue Shield Notice of Payments totaling \$150 single or \$300 family when then total deductibles reach such amounts. If an employee has deductibles which do not meet these total amounts during the regular plan year (November 1 - October 30), he/she may submit the required form with accompanying Blue Cross/Blue Shield Notice of Payment no later than January 1 of each year. Coverage shall also include a \$5 generic/\$10 name-brand prescription co-pay; Rider 8 (Dependent Coverage); Rider 9 (Ambulance); Rider 21 (Psychiatric); and Rider22 (Ambulatory).**

(c) Effective July 1, 1999 the District's contribution to health insurance premiums for all plans shall be as follows:

	<u>Family</u>	<u>Single</u>
1999-00	\$5000	\$2300
2000-01	5200	2400
2001-02	5400	2500
2002-03	5600	2600

A single method of payment agreed upon by the parties shall be applied to all members.

(d) Effective July 1, 1996 new unit members shall not be eligible for Blue Cross/Blue Shield Traditional Plus.

The District will reimburse administrators who choose not to have the coverage under the plan described above. Such reimbursement shall be in the amount of \$1250 per year. Reimbursement will be made in one check in November. A disclosure form and request for payment must be submitted by September 15 for the November payment. Insurance will be stopped on November 1st. (Appendix C) Such in-lieu payment shall apply only to those administrators who are eligible for an in-lieu payment on July 1, 1998. Any employee new to the bargaining unit on or after July 1, 1998 shall not be eligible for the \$1250 in-lieu payment. Such in-lieu payment shall pertain only to members of the unit who have a spouse employed full-time by the District who is eligible for health insurance coverage. For those members of the bargaining unit who have a spouse eligible for health insurance coverage through an employer other than the District, who choose not to receive coverage under the plans described above, the in-lieu payment shall be \$2500, paid in the same manner as set for in this provision. Should the spouse lose coverage for any reason, or be provided diminished medical coverage, the employee may once again receive coverage through the District. Both current and new members of the unit are eligible for the \$2500 in-lieu payment.

The District shall have the option of providing equal of better coverage through another carrier or carriers or by self-insurance. The operation of the health insurance coverage referred to herein shall be governed in every respect by the regulations of the carrier and the provisions of the subscriber's contract. The District's sole responsibilities with respect to the operation of such coverage shall be to: (i) keep the insurance or self-insurance in force, (ii) provide necessary data on reasonable request, and (iii) pay the monthly premium for each eligible employee who has chosen such coverage while the employee is on the active payroll.

- 3.2.2** The Organization shall establish an independent and separate account for the purpose of providing certain other benefits. The District shall forward to the Organization a total amount equivalent to \$3750 per administrator effective July 1, 1999; \$3750 effective July 1, 2000; \$3850 effective July 1, 2001; and \$3850 effective July 1, 2002. Amounts from such account may be used as follows: a) Dental/Optometric expenses; b) Other health related expenses; c) Premiums for income disability plans; d) Professional Growth and dues; e) Allowable business expenses; The amounts to be so expended shall be at the discretion of the administrator, but shall not exceed the per administrator amount plus any amount previously accumulated.

The District and the Association agree to explore and add to this Agreement a provision which would permit the transfer of flexible benefit amounts, less \$50, to salary within three (3) years of eligibility for retirement at the discretion of the employee. Should the employee choose this option he/she will not be entitled to further flexible benefit payments. In order to do so, the employee must notify the Superintendent of Schools in writing by June 15th of the year preceding this change. This provision will only be included in the new Agreement if the transfer will not adversely effect other unit members and is approved as a legal provision by the District's legal counsel.

- 3.2.3** The District shall purchase a life insurance plan for each employee of the Organization in the amount of \$100,000 per employee.

Section 3.3 Other Compensation Matters

- 3.3.1** When an employee attends a conference with the approval of the Superintendent, he shall be reimbursed for expenses approved by the Superintendent. He shall suffer no loss in pay while attending the conference.
- 3.3.2** If an employee, with the approval of the Superintendent, used his personal automobile while traveling on District business, he will be reimbursed for such travel at the rate established by the Internal Revenue Service.
- 3.3.3** An employee shall be reimbursed for loss or damage to his clothing or other items of wearing apparel resulting from action which occurred while the employee was engaged in the proper exercise of his responsibilities while in the employment of the District. Such reimbursement shall not exceed \$500.00 per incident and shall be made on presentation of (a) appropriate evidence of the cost of repair or replacement and (b) the employee's written waiver of all further claims against the District for such loss or damage.
- 3.3.4** When the District directs an employee to take graduate or inservice courses it shall reimburse each employee for his/her expenses upon presentation of satisfactory evidence of completion of the graduate or inservice course. Reimbursement is limited to tuition, travel expenses, supplies and texts upon provision to the District of satisfactory proof of such expenses.
- 3.3.5** Effective July 1, 1991 the District agrees to the following minimum entry level salaries for newly hired administrators for the following positions.

High School Principal	\$60,000
Middle School Principal	57,000
Elementary Principal	53,000
House Principal	50,000
Assistant Principal	50,000

- 3.3.6 Effective July 1, 1999 each administrator shall be entitled to the amount of \$850 annually to pay professional dues or for professional growth. Up to 100% of this amount may be used to pay SAANYS dues.
- 3.3.7 Effective July 1, 1999 and thereafter, any member of the Association who receives tenure shall receive a one time, off base stipend of \$750.

ARTICLE 4. PAID TIME OFF

Section 4.1 Vacation and Holidays

- 4.1.1 During each fiscal year, except during the first fiscal year in which an employee works for the District, each twelve month employee shall be entitled to twenty (20) work days off without loss of pay as vacation. During the first fiscal year, such an employee shall receive a portion of twenty (20) work days off equal to the portion of 12 months which remains in that fiscal year following his first day of work. Vacation work days off shall be taken at times mutually agreed on by the Superintendent and the employee concerned.

Administrators shall be entitled to carry over up to twelve (12) days with the approval of the Superintendent. Vacation days shall not exceed thirty-two (32) days in any given year. Any days not used or carried over in any given year shall be forfeited.

- 4.1.2 An employee shall have off, without loss of pay, each of the following holidays which falls during his regular work schedule:
- (a) Independence Day
 - (b) Labor Day
 - (c) Columbus Day
 - (d) Veterans Day
 - (e) Thanksgiving Day
 - (f) Day after Thanksgiving Day
 - (g) Day before Christmas Day
 - (h) Christmas Day
 - (i) Martin Luther King Day
 - (j) Patriot's Day
 - (k) New Year's Day
 - (l) Good Friday
 - (m) Memorial Day

Section 4.2 Sick Leave

- 4.2.1** On the first day of each fiscal year, each employee shall be credited with twenty-five (25) sick leave days. Unused sick leave days may be accumulated and carried forward into succeeding years, but not to exceed 240 days. An employee may use his sick leave days for the purposes and upon the conditions stated in the succeeding paragraphs of this Section 4.2.
- 4.2.2** An employee may use sick leave days when he is unable to work because he has sustained an injury or he is ill.
- 4.2.3** An employee may use his sick leave days when he needs to be absent to care for a member of his immediate family who is ill or injured. As used in this paragraph 4.2.3, immediate family includes only the employee's spouse, child, parent, brother, sister, grandchild, grandparent, parent-in-law, or another relative who resides permanently in the employee's household. An employee may not use more than seven sick leave days for this purpose in any fiscal year.
- 4.2.4** An employee may use five sick leave days per occasion for the purpose of attending the funeral of a member of his family and for the purpose of taking care of related matters. For the purposes of this paragraph 4.2.4 immediate family includes only the employee's spouse, child, parent, parent-in-law, brother, sister, grandparent, and grandchild or other person for whom the employee can prove to the satisfaction of the Superintendent direct responsibility.
- 4.2.5** An employee may use up to five (5) sick leave days in one fiscal year for: (i) personal business which cannot be conducted outside of school hours or on days when school is not in session, or (ii) matters of an emergency nature, or (iii) religious observance to the extent necessary to make a reasonable accommodation to the employee's religious beliefs. Each employee may take these personal days with full pay and without reason.
- (a)** the employee shall give the Superintendent at least one day's notice of the need to use a sick leave day for one of these purposes, but the notice requirement need not be met when the purpose for the leave is an emergency in which case the employee shall give the Superintendent as much notice as is reasonable under the circumstances.

4.2.6 When an employee is absent from work on days for which he is receiving Workmen's Compensation Benefits, he may use sick leave days provided that, when he receives the Workmen's Compensation award, he shall assign to the District so much thereof as represents lost wages.

4.2.7 An employee may use sick leave days when she is disabled from working because of pregnancy or the post-partum effects thereof.

4.2.8 **Benefits After Retirement** - Any employee eligible to retire in accordance with the regulations of the New York State Teachers Retirement System or the New York State Employees Retirement System, who has been employed by the District a minimum of fifteen (15) years of active service, provides written notification of his/her retirement to the Superintendent five (5) months prior to retirement and who has accumulated 200 sick leave days at retirement shall be entitled to the following:

Each individual shall receive \$3000 per year for life(family) or \$1800 for life (single) to be applied to the payment of health costs incurred at the option of the employee. A surviving spouse shall receive \$1800 per year for life to be applied to the payment of health insurance premiums or any other health costs incurred.

Amounts to be prorated on the basis of 200 accumulated days at retirement (i.e.: 200 days = \$3000; 100 days = \$1500).

After the individual retires, amounts and conditions described above may not be changed or altered, either negatively or positively, through successor Agreements, or any other means, including but not limited to Policies of the Board of Education.

Such funds shall be placed in an account for the individual and shall remain with the District for the purpose of paying health insurance premiums. In the event, an individual chooses to use these funds for other health costs, the individual must submit an appropriate bill to the District for payment/reimbursement.

- 4.2.9 A Sick Leave Bank shall be maintained from year to year by District and volunteer deductions from accumulated sick leave credited to the Bank. In the first year of the Agreement each administrator may contribute up to ten (10) days of accumulated sick leave to the Bank, which the District will match. In subsequent years, each administrator may contribute a maximum of five (5) days per year to the Bank, from accumulated sick leave. The District will be non-contributory after the first year.**

An administrator who is not able to work because of a prolonged illness or injury and who has exhausted all other sick leave and vacation days may make application to the Bank for the use of days after a three (3) days waiting period.

A total number of days in the Bank at the start of a school year, including new days credited may not exceed 270 days.

The Sick Bank Committee shall consist of two (2) Association representatives and the Superintendent's designee. The Committee shall decide on the number of days that any one administrator may be eligible to use. The Committee may request statements from the administrators physician. Decisions of the Committee shall be by majority vote.

Section 4.3 Other Paid Time Off

- 4.3.1 An employee who is required to serve on a jury shall be allowed to do so without loss of pay provided that he meets each of the following conditions:**
- (a) He notifies the Superintendent not later than the first work day after the day he receives the summons to jury duty.**
 - (b) He cooperates with the District in seeking to have such duty delayed to a time more convenient to the District.**
 - (c) He reports for duty on any days or parts of days during which he is not actually required to serve.**
- 4.3.2 The District may authorize other leave, with or without pay, to an employee who has exhausted his sick leave days.**

- 4.3.3 Each administrator shall be entitled to the use of five discretionary leave days with pay. Such leave must be taken only during scheduled recess periods. The administrator must notify the Superintendent of Schools or his designee in writing prior to the use of such days.**

Each administrator at his or her discretion may return to the District a maximum of five (5) discretionary leave days per year. Such administrators shall be reimbursed 1/200 of their then current annual base salary for each day returned. Requests for the return of days must be received by the Superintendent of Schools or his designee by May 15th

ARTICLE 5. MISCELLANEOUS

- 5.1. An employee shall have access during regular central office business hours to a personnel file maintained in the central office concerning his employment with the District. He shall be permitted to review the entire contents of that file except for confidential reference materials. He shall have the right to be accompanied during such review by a representative of the Organization. Such review shall be conducted in the presence of the Superintendent or his designee. Upon each such review, the employee and the organization representative, if any, shall sign a log showing the date the review was conducted. The employee shall have the right to have any document in the file reproduced for the standard charge made by the District for reproduction. The employee (and the Organization representative present, if any) shall date and initial each document in the file during the course of his review. The employee shall have the right to submit a statement in rebuttal to any document in his file provided that the rebuttal statement is signed by the employee, is dated with the date the employee offers it for submission to the file, and clearly identifies the document intended to be rebutted. When such a rebuttal statement is submitted, it will be placed in the file attached to the document intended to be rebutted.**
- 5.2 At times it may be desirable or necessary for administrator to perform functions of their position away from school facilities. Thus administrators may schedule their work during school recesses according to the responsibilities to be fulfilled. As such, the administrator should request approval from the Superintendent for the use of such days.**
- 5.3 Anyone hired as a Building Principal after July 1, 1998, excluding unit members prior to July 1, 1998, shall become a District resident within one (1) year after receiving tenure.**

5.4 The parties recognize the importance of the study, research and discussion of current and future problems. The District and the Association agree to establish an Administrative Leadership Team (ALT) to study and explore situations and make recommendations to the parties during the life of this Agreement. The structure and operation of the ALT will be established by a joint District/Association Committee.

SUBSCRIPTION

In witness of all of the foregoing, the Superintendent and the President of the Organization have signed their names below.

**ORCHARD PARK CENTRAL
SCHOOL DISTRICT**

**ORCHARD PARK ORGANIZATION OF
EDUCATIONAL ADMINISTRATORS**

By *Charles L. Stoddart*
Charles L. Stoddart 12-10-98
Superintendent of Schools

By *James C. Bochyak* 12/10/98
President
OPOEA

EXECUTION DATE: 12/10/98

GRIEVANCE FORM

To: Superintendent of Schools

From: _____

Title: _____

Regarding the grievance which I stated to you orally on (date) _____
_____, and which we discussed on (date) _____
_____, I believe the District violated, misapplied or misinterpreted
paragraph(s) _____
of the current District-Organization Agreement by (describe briefly the District
action involved):

That action took place on (date) _____

I request that the District remedy this situation by taking the following
corrective action:

Grievant's Signature _____

Date _____

Date received in Superintendent's Office _____

ORCHARD PARK CENTRAL SCHOOL DISTRICT

Insurance Information Form

EMPLOYEE NAME: _____

1. I desire the following coverage through the Orchard Park Central School District:

_____ NONE

_____ INDIVIDUAL

_____ FAMILY

2. Marital Status: Single _____ Married _____

3. Spouse's name and birthdate:

4. Names and birthdates of dependent children:

5. NEW EMPLOYEES - IMMEDIATE PRIOR INSURANCE GROUP AND NUMBER:

I certify that I have adequate medical insurance in-lieu of that offered by the Orchard Park Central School District.

Signature _____ Date _____

The above status and information will remain in force unless the District is notified of any changes. It is the employee's responsibility to make timely notification of any changes.